

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genesee & Wyoming Inc.		12/30/2019	Corporation: DELAWARE
Central Railroad Company of Indianapolis		12/30/2019	Corporation: INDIANA
Ohio Central Railroad, Inc.		12/30/2019	Corporation: OHIO
RailAmerica, Inc.		12/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2910786	G & W GENESEE WYOMING	
Registration Number:	4798649	G&W GENESEE WYOMING	
Registration Number:	2097211	R	
Registration Number:	2124976	RAILAMERICA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1170491 TM IPSA		
NAME OF SUBMITTER:	Wenny Zhu		

OP \$115.00 2910786

SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	12/31/2019
Total Attachments: 5 source=A- Trademark Agreement#page3.tif source=A- Trademark Agreement#page4.tif source=A- Trademark Agreement#page5.tif source=A- Trademark Agreement#page6.tif source=A- Trademark Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 30, 2019 (this "Agreement"), among the entities listed on the signature pages hereto as a Grantor (the "Grantors") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of December 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, each Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege to Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of each Grantor from its obligations under the Collateral Agreement, or the release of the Security Interest, pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

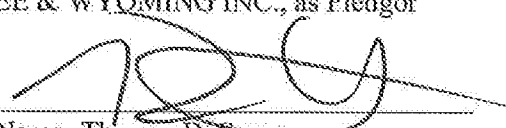
SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

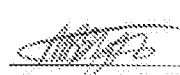
GENESEE & WYOMING INC., as Pledgor

By:


Name: Thomas D. Savage
Title: Senior Vice President, Corporate
Development and Treasurer

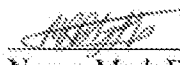
CENTRAL RAILROAD COMPANY OF
INDIANAPOLIS, as Pledgor

By:


Name: Mark Blyth
Title: Vice President and Treasurer

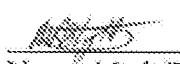
OHIO CENTRAL RAILROAD, INC., as
Pledgor

By:

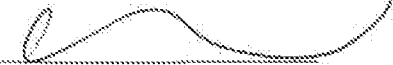

Name: Mark Blyth
Title: Vice President and Treasurer

RAILAMERICA, INC., as Pledgor

By:


Name: Mark Blyth
Title: Vice President and Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

TRADEMARK COLLATERAL

Jurisdiction	Reg./ App. No.	Mark	Owner
U.S.	2,910,786	G & W GENESEE WYOMING & design	Genesee & Wyoming, Inc.
U.S.	4,798,649	G&W GENESEE WYOMING	Genesee & Wyoming, Inc.
Ohio	2349532	CHICAGO FT WAYNE & EASTERN RAILROAD	Central Railroad Company Of Indianapolis
Ohio	TM14116	Train w/ Amish Horse & Buggy (Design Only)	Ohio Central Railroad, Inc.
U.S.	2,097,211	R & design	RailAmerica, Inc.
U.S.	2,124,976	RAILAMERICA	RailAmerica, Inc.